2. .

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE v.5

PAID UP OIL AND GAS LEASE (No Surface Use)

(No Surface Ose)					
THIS LEASE AGREEMENT Is made this	day of	rany	, 2009, by and between		
- Helanna Singlentine	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 500 6			
whose addresss is S.C. /	cluding the completion of blank si	paces) were prepared jointly by	/ Lessor and Lessee.		
ACRES OF LAND, MORE OR LE	SS, BEING LOT(S)	/-/ ADE	BLOCK 2/ DITION, AN ADDITION TO THE TO THAT CERTAIN PLAT RE	E CITY OF	
OUT OF THE <u>Masoure</u> <u>//co.co.st</u> <u>forf 120;746</u> IN VOLUME <u>388-14</u> , PAGE	, TARRANT COUNTY, OF	TEXAS, ACCORDING THE PLAT RECORDS	TO THAT CERTAIN PLAT RE OF TARRANT COUNTY, TEXA	CORDED AS.	
in the County of <u>Tarrant</u> , State of TEXAS, containing reversion, prescription or otherwise), for the purpose of a substances produced in association therewith (including commercial gases, as well as hydrocarbon gases. In addition and now or hereafter owned by Lessor which are contiguing Lessor agrees to execute at Lessee's request any addition of determining the amount of any shut-in royalties hereund. 2. This lease, which is a "paid-up" lease requiring not applied to the product of the content	exploring for, developing, product geophysical/seismic operations liftion to the above-described leat ous or adjacent to the above-de at or supplemental instruments for er, the number of gross acres ab	ing and marketing oil and ga i). The term "gas" as used sed premises, this lease also scribed leased premises, and, or a more complete or accurate ove specified shall be deemed	s, along with all hydrocarbon and non herein includes helium, carbon dioxic covers accretions and any small strips in consideration of the aforementioned a description of the land so covered. Fo	hydrocarbon de and other or parcels of cash bonus, r the purpose	
as long thereafter as oil or gas or other substances covere otherwise maintained in effect pursuant to the provisions he as. Royalties on oil, gas and other substances produ	d hereby are produced in paying ereof.	quantities from the leased pre	emises or from lands pooled therewith o	r this lease is	
separated at Lessee's separator facilities, the royalty sha Lessor at the wellhead or to Lessor's credit at the oil purcitive wellhead market price then prevailing in the same fier prevailing price) for production of similar grade and grade and grade the continuing right to purchase such production at the severance, or other excise taxes and the costs incurred by have the continuing right to purchase such production at the nearest preceding date as the date on which Lessee committee leased premises or lands pooled therewith are capable hydraulic fracture stimulation, but such well or wells are eit be producing in paying quantities for the purpose of maintabeing sold by Lessee, then Lessee shall pay shut-in royalt depository designated below, on or before the end of said are shut-in or production there from is not being sold by Lessee from another well or wells on the leased premises of such operations or production. Lessee's failure to prope 4. All shut-in royalty payments under this lease shall be Lessor's depository agent for receiving payments regard draft and such payments or tenders to Lessor or to the deaddress known to Lessee shall constitute proper payment payment hereunder, Lessor shall, at Lessee's request, delification of the provisions of Paragraph 3, above, if premises or lands pooled therewith, or if all production (pursuant to the provisions of Paragraph 6 or the action nevertheless remain in force if Lessee commences operation the leased premises or lands pooled therewith within 9 the end of the primary term, or at any time thereafter, the operations reasonably calculated to obtain or restore produces eshall drill such additional wells on the leased premises of leased premises as to formations then leased premises from uncompensated drainage by any with the end of the primary term, or at any time thereafter, the operations reasonably calculated to obtain or restore produces eshall drill such additional wells on the leased premises from uncompensated drainage by any with the end of the primary te	all be Tansportation facilities, plat of or if there is no such price the lavity; (b) for gas (including care proceeds realized by Lessee for Lessee in delivering, processing the prevailing wellhead market print in which there is such a prevailing nences its purchases hereunder; of either producing oil or gas or her shut-in or production there fraining this lease. If for a period or yof one dollar per acre then consumed the producing the lesser provided that if this lesser provided that if this lesser lands pooled therewith, no shorty pay shut-in royalty shall rending the producing in the US Market of the producing in the US Market of the producing and whether or not in paying quantity of any governmental authority tions for reworking an existing whether or not in paying quantity of any governmental authority tions for reworking an existing whether or not in paying quantity of any governmental authority tions for reworking an existing whether or not in paying quantity such operations result in the remises or lands pooled therewith as cannelle of producing in paying any paying the pay	covided that Lessee shall have the prevailing in the same field in	ch production, to be delivered at Lesse at the continuing right to purchase such d, then in the nearest field in which the substances covered hereby, the roy oportionate part of ad valorem taxes an gas or other substances, provided that in quality in the same field (or if there is able purchase contracts entered into on nary term or any time thereafter one or reby in paying quantities or such wells as, such well or wells shall nevertheless tell or wells are shut-in or production the tent to be made to Lessor or to Lessor; the end of said 90-day period while the lend of said 90-day period mext follow it due, but shall not operate to terminate sor's address above or its successor; tenders may be made in currency, or big dressed to the depository or to the Lesser institution, or for any reason fail or refinistitution, as depository agent to receive quantities (hereinafter called 'dry hole') in any cause, including a revision of unit is not otherwise being maintained in well or for otherwise obtaining or restoring one or more of such operations are prefer substances covered hereby, as long capable of producing in paying quantities on lands pooled therewith, or (b) rises or lands pooled therewith, or (chartes)	se's option to production at ere is such a alty shall be deproduction, Lessee shall no such price of the same or more wells on are waiting on the deemed to refrom is not a credit in the exell or wells being sold by ing cessation this lease, s, which shall by check or by sor at the last use to accept a payments, on the leased alt boundaries force it shall ng production. If at or any other osecuted with thereafter as es hereunder, sircumstances to protect the	
additional wells except as expressly provided herein. 6. Lessee shall have the right but not the obligation depths or zones, and as to any or all substances covered proper to do so in order to prudently develop or operate the unit formed by such pooling for an oil well which is not a shorizontal completion shall not exceed 640 acres plus a macompletion to conform to any well spacing or density patts of the foregoing, the terms "oil well" and "gas well" shall sprescribed, "oil well" means a well with an initial gas-oil rafeet or more per barrel, based on 24-hour production to equipment; and the term "horizontal completion" means equipment; and the term "horizontal completion" means equipment; and the term "horizontal completion" means component thereof. In exercising its pooling rights here. Production, drilling or reworking operations anywhere or reworking operations on the leased premises, except that net acreage covered by this lease and included in the unit formed hereunder by expansion or contraction or bor prescribed or permitted by the governmental authority he making such a revision, Lessee shall file of record a writt leased premises is included in or excluded from the unit is a written declaration describing the unit and stating the day. It Lessor owns less than the full mineral estate in of the leased premises or lands pooled therewith shall be such part of the leased premises.	de by this lease, either before of the leased premises, whether or representation of the leased premises, whether or representation of the leasement of leasement o	arter the commencement of outsimilar pooling authority existed 80 acres plus a maximulificial by any governmental asy applicable law or the approper parrel and "gas well" me doucing conditions using starting component of the gross all component of the gross all component of the gross cort a written declaration describly part of the leased premiser's royalty is calculated shall be age in the unit, but only to the under, and Lessee shall have encement of production, in one on any productive acreage details and the production of unit production on the under shall not constitute a children and the states of the constitute a children and the states at the states at the constitute a children and the states at the	sts with respect to such other lands or it im acreage tolerance of 10%, and for a may be formed for an oil well or gas we authority having jurisdiction to do so. For arise governmental authority, or, if no contact governmental in the reservoir exceeding the unit and stating the effective dissibility of the total unit product that proportion of the total unit product the recurring right but not the obligation der to conform to the well spacing or committed the conform to the well spacing or committed the product the recurring right but not the obligation der to conform to the well spacing or committed the conform to the well spacing or committed the conform to the well spacing or committed the conformation. To the extent any which royalties are payable hereunder specifically and the conformation of the conformation that the unit by second or conformation of the results.	interests. The agas well or a all or horizontal or the purpose definition is so 100,000 cubic lyalent testing ivalent testing dathe of pooling. It is sold by a to revise any lensity pattern authority. In a portion of the shall thereafter filing of record	
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8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the 8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in the commercial of the parties hereunder in the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lesser has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transferrs its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter. separately in proportion to the interest which each owns. If Lessee transfers its interest nereunder in whole or in part Lessee shall be felleved to an obligations with respect to the transferred interest, and fallure of the transferse to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net accesses interest retained hereupder.

in accordance with the net acreage interest retained hereunder.

If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any (ass, water and/or other substances produced on the leased premises except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the anciliary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other with the entire leased premises of lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No lovel is hall be located less than 200 feet from any house or barn mow on the leased premises or other lands used by Lessor in writing, classing the part of the leased premises or such other lands durited lands. No lovel is hall be located less than 200 feet from any house or barn mow on the leased premises or such other lands durited lands. No love its hall be located less than 200 feet from any house or barn mow on the leased premises or such other lands durited lands.

time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title. Lessee may suspend the navment of royalties and shut-in royalties hereunder. without interest, until Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other

operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

SSOR (WHETHER ONE OR MORE)	
Lelamin X, jeter	
	Ву:
TATE OF Texas	CKNOWLEDGMENT
This instrument was acknowledged before me on the	day of Frhisty , 2009,
	3/11/m f ty
JASON SCOTT Notary Public STATE OF TEXAS My Comm. Exp. Apr. 17, 2012	Notarý Public, State of
TATE OF OUNTY OF This Instrument was acknowledged before me on the	, 2009,
·	



DALE RESOURCES LLC 2100 ROSS AVE STE 1870 LB-9

DALLAS

TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:

02/13/2009 11:31 AM

Instrument #:

D209039276

LSE

3 PGS

\$20.00



D209039276

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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